

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

GERARDO MOTA BAUTISTA, et al.,

Plaintiffs,

-against-

COUNTYWIDE BUILDERS, INC. ET AL,

Defendant, et al.,

19-CV-08808 (RFT)

**ORDER APPROVING SETTLEMENT**

**ROBYN F. TARNOFSKY, United States Magistrate Judge:**

The parties in this wage-and-hour case under the Fair Labor Standards Act (“FLSA”) reached a settlement in principle. They subsequently consented to my jurisdiction under 28 U.S.C. § 636(c) and Fed. R. Civ. P. 73 for all purposes. (ECF 187.) Plaintiffs submitted a letter-motion in support of settlement (ECF 188 (the “Motion”)) and the proposed settlement agreements (ECF No. 188-1 (the “Countrywide Agreement”); ECF 188-2 (the “Carben Agreement”)) for approval as required by *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2015).

“Courts generally recognize a ‘strong presumption in favor of finding a settlement fair’ in FLSA cases like this one, as courts are ‘not in as good a position as the parties to determine the reasonableness of an FLSA settlement.’” *Moody v. Inspire Summits LLC*, No. 20-CV-5834 (SLC), 2022 WL 17345007, at \*1 (S.D.N.Y. Nov. 30, 2022) (quoting *Souza v. 65 St. Marks Bistro*, No. 15-CV-0327 (JLC), 2015 WL 7271747, at \*4 (S.D.N.Y. Nov. 6, 2015) (citation omitted)). In recognition of potential collection concerns, Plaintiffs agreed to a payment plan and Defendants are providing confessions of judgment, which “‘mitigates in favor of finding a settlement reasonable.’” *Moody*, 2022 WL 17345007, at \*1 (quoting *Lliguichuzcha v. Cinema 60, LLC*, 948 F. Supp. 2d 362, 365 (S.D.N.Y. 2013)).

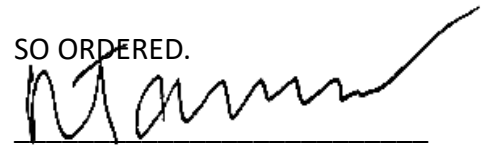
I have carefully reviewed the Motion, the Countrywide Agreement, the Carben Agreement, and the accompanying exhibit. I conclude that the terms of both agreements, including the allocation of attorneys’ fees and costs, seem fair and reasonable under the totality

of the circumstances and in light of the factors set forth in *Wolinsky v. Scholastic Inc.*, 900 F. Supp. 2d 332, 335 (S.D.N.Y. 2012). I therefore approve the Countrywide Agreement and the Carben Agreement.

This action is dismissed with prejudice and without costs (except as may be set forth in the Countrywide Agreement and the Carben Agreement). I will retain jurisdiction in connection with enforcement of the Countrywide Agreement and the Carben Agreement. Any pending motions in this matter should be terminated as moot. The Clerk of Court is respectfully requested to mark ECF 188 as “granted” and to close this case.

DATED: April 29, 2024  
New York, NY

SO ORDERED.

A handwritten signature in black ink, appearing to read 'Robyn F. Tarnofsky', written over a horizontal line.

**ROBYN F. TARNOFSKY**

United States Magistrate Judge